

FIRST AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT

Núm. de cuenta: 01-4019-92320-556-673

Cuantía: \$245,000.00

2016-P00047A

APPEAR

AS FIRST PARTY: THE PUERTO RICO ELECTRIC POWER AUTHORITY, a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act of May 2, 1941, No. 83, as amended, represented in this act by its Executive Director, Javier Antonio Quintana Méndez, of legal age, married and resident of Guaynabo, Puerto Rico (hereinafter referred to as "PREPA").

AS SECOND PARTY: FTI Capital Advisors, LLC, a limited liability company organized and existing under the laws of the State of Maryland, United States of America, with a place of business at 1101 K Street, NW B100, Washington, DC 20005, herein represented by John C. Crittenden, III, Managing Director, of legal age, married, and resident of the Commonwealth of Virginia ("FTICAP" with its affiliates, FTI Consulting, Inc. ("FTI"), and FTI Consulting Technology LLC ("FTI TECH") hereinafter referred to collectively as "FTICA", whose authority of representation is evidenced by corporate resolution dated \_\_\_\_\_.

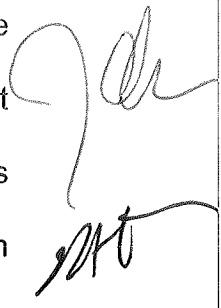
Both, PREPA and FTICA, will jointly be referred to as "the Parties".

WITNESSETH

WHEREAS, on February 5, 2016, the Parties executed the Professional Services Agreement 2016-P00047 ("Agreement") under which PREPA receives from FTICA professional, technical and consulting services necessary and convenient to the activities, programs, and operations of the Authority; and a term of one (1) year from the date of its execution;

WHEREAS, in order to comply with certain Subpoenas received from United States Securities and Exchange Commission ("SEC"), and information requirements PREPA has the obligation to fulfill thereunder, PREPA has the need to continue receiving the professional services from FTICA;

WHEREAS, as established in the THIRD clause of the Agreement as compensation for the services rendered, PREPA agreed and FTICA accepted that the total amount to be paid under the Agreement (the "Agreement Amount") shall not exceed four hundred and fifty thousand dollars (\$450,000). Notwithstanding this, as also set forth in the THIRD clause, nothing therein shall preclude the Parties from agreeing to increase Agreement Amount;-----



WHEREAS, on August 31, 2016 the PREPA received a notification from FTICA that the invoice amount exceed the seventy-five percent (75%) of the Agreement Amount.-----

WHEREAS, the Parties have agreed to amend the THIRD clause of the Agreement to increase the Agreement Amount by an additional of two hundred forty five thousand dollars (\$245,000) to a total Agreement Amount of six hundred ninety-five thousand dollars (\$695,000).-----

NOW, THEREFORE, PREPA and FTICA enter into this First Amendment to the Agreement under the following: -----

TERMS AND CONDITIONS

ONE: The Parties agree to amend the first paragraph of the THIRD clause of the Agreement to read as follows: -----

As compensation for services rendered under this Agreement, PREPA agrees and FTICA accepts that the total amount to be paid under this Agreement shall not exceed six hundred ninety-five thousand dollars (\$695,000) (the "Agreement Amount"). However, nothing herein shall preclude the parties from agreeing to increase the Agreement Amount. PREPA will only pay for services already rendered before the submitted invoice date, except as provided in the Fourth section of this Agreement for the hosting fees. In the event PREPA requests that FTICA provides document review services under this Agreement, FTICA and PREPA will negotiate and enter into a writing prior to the provision of the document review services, agreeing to increase the Agreement Amount and specifying the applicable terms and conditions.

TWO: All other terms and conditions of the Agreement executed on February 5, 2016, not inconsistent with this First Amendment shall remain in full force and effect.-----

THREE: This First Amendment does not constitute a novation of the Agreement.

IN WITNESS THEREOF, the Parties hereto execute this First Amendment this

4 day of ~~October~~ <sup>NOV</sup> ~~September~~, 2016.-----  
*Noviembre*

PUERTO RICO ELECTRIC  
POWER AUTHORITY

By: \_\_\_\_\_

*[Signature]*  
Javier A. Quintana Méndez  
Title: Executive Director

Tax ID:

FTI CAPITAL ADVISORS, LLC

By: \_\_\_\_\_

*[Signature]*  
John C. Crittenden, III  
Title: Managing Director

Tax ID: